

PANLINK AB'S GENERAL TERMS AND CONDITIONS FOR PURCHASES

1 General

1.1 These general terms and conditions for purchases (“**GTC**”) apply in respect of any and all purchases and deliveries of products, including any documentation relating thereto, (“**Products**”) by PanLink AB (Reg. No. 556541-5295), PanLink Sp. Z o o., or any of PanLink AB’s other subsidiaries (“**PanLink**”).

1.2 In the GTC, “**Supplier**” means a supplier of products to PanLink and “**General Purchase Agreement**” means the frame agreement for the purchase of products by PanLink from a Supplier, if any. “**Purchase Order**” means each individual written order for purchase of Products from Supplier by PanLink. A General Purchase Agreement, a Purchase Order and the GTC are jointly referred to as the “**Agreement**” or “**Contract**”.

1.3 PanLink and the Supplier are jointly referred to as the “**Parties**” and individually a “**Party**”.

1.4 The General Conditions for the Supply of Mechanical, Electrical and Electronic Products (Orgalime S2012) (“**Orgalime 2012**”) shall apply to the supply of Products under any Agreement. In case of discrepancy between the General Purchase Agreement, the GTC, a Purchase Order and Orgalime 2012, the documents shall prevail in the following order:

1. the General Purchase Agreement;
2. the GTC;
3. the Purchase Order;
4. the Specification;
5. the Component list;
6. The Forecast;
7. Orgalime 2012.

2 Products, etc.

2.1 Each Product (which for the purposes hereof shall include any relevant documentation, in the format specified by PanLink, to be supplied by the Supplier), is specified by PanLink in the relevant product specification, attached to a (as amended or supplemented from time to time in accordance with the terms and conditions of the GTC) (“**Specification**”). Each Product delivered by the Supplier shall meet the relevant Specification.

2.2 PanLink may at all times make amendments or alterations to a Specification. PanLink shall immediately notify the Supplier of any amendments or alterations. Such amendments or alterations shall only apply to Products under Purchase Orders issued after the date of such notification. The Supplier shall, when informed of the amendment or alterations, without undue delay make a reasonable effort to review the amendment or alteration and report to PanLink, in writing, on the impact of the amendment or alteration.

2.3 The Supplier shall be entitled to engage sub-suppliers for the manufacture of the Products only if and to the extent the Supplier consents thereto in writing. If such a sub-supplier is engaged, the Supplier shall cause the sub-supplier to act in every respect in conformity with the provisions of this Agreement.

2.4 The Supplier shall not be entitled to change its manufacturing process (including the use of tools and other equipment) in respect of a Product without PanLink’s prior written consent.

3 Acceptance tests

3.1 The Supplier, at its own cost, shall carry out acceptance tests prior to delivery in order to test the Products’ conformance with the Specification. Unless otherwise agreed in the relevant Purchase Agreement, acceptance test shall be carried out at the place of manufacture, during normal working hours and in accordance with general practice in the appropriate branch of industry concerned in the country of manufacture.

3.2 The Supplier shall notify PanLink in writing of the acceptance tests in sufficient time to permit PanLink to be represented at the tests. If PanLink is not present at the test, the test report shall be sent to PanLink.

3.3 If the acceptance tests show that a Product is not in accordance with the Specification or otherwise with the Agreement, the Supplier shall without delay remedy any deficiencies in order to ensure compliance. New test shall then be carried out at PanLink’s request.

4 Forecasts, purchase orders, etc.

4.1 PanLink may provide the Supplier with a forecast detailing its estimated monthly requirements of the Products for the following twelve (12) months’ period (the “**Rolling Forecast**”), which shall not be binding on either Party. The Rolling Forecast shall specify the type and quantity of Products required, Delivery Date(s) and delivery address(es). Unless otherwise agreed in the Purchase Agreement, the Rolling Forecast may be sent by PanLink at any time. For the purpose of the GTC, “**Delivery Date**” means the date when a Product(s) shall be delivered, as specified in a Purchase Order and/or a Rolling Forecast. The Supplier has the necessary production skills and capacity to manufacture and deliver Products in accordance to the Rolling Forecast.

4.2 PanLink shall issue written Purchase Orders to the Supplier stating the type and quantity of Products required, Delivery Date(s) and delivery address(es). Such Purchase Order shall not become binding for the Supplier prior to the Supplier’s written confirmation to PanLink of its acceptance thereof. Unless a longer period is agreed in the Purchase Agreement, if the Supplier does not acknowledge its acceptance of the Purchase Order within forty-eight (48) hours of receipt, the Purchase Order shall, nevertheless, be deemed binding between the Parties. For the purposes of the GTC, “**Business Day**” shall mean a day when banks are open for general banking business in Sweden, other than for telephone and Internet banking services only.

4.3 A binding Purchase Order shall mean that the Supplier has the necessary production skills and capacity to manufacture and deliver Products in accordance with the relevant Specification and Purchase Order and that the Supplier undertakes to manufacture and deliver the relevant Product in accordance with the relevant Specification and Purchase Order.

4.4 The Supplier shall give PanLink a notice of “Last Time Buy” if the Supplier decides to discontinue the production or the sale of a Product that PanLink purchases in order for PanLink to purchase the Product before the production or sale is discontinued. This notice shall be given at least twelve months in advance. PanLink shall be entitled to make a Last Time Buy within one month of the Supplier’s notice.

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5 Delivery and delayed delivery

- 5.1 The terms of delivery shall, unless otherwise agreed in the relevant Purchase Agreement or Purchase Order, be "Delivered Duty Paid (DDP)" in accordance with Incoterms 2020. Title to the Products shall pass upon delivery. PanLink is not obliged to take delivery of the Products before the relevant Delivery Date.
- 5.2 The Supplier shall be responsible for all expenses and costs relating to any and all packing, freight, shipping, stamp duties and other transportation charges whatsoever of delivering the Products under the Agreement. The Supplier shall further obtain transportation insurance for the transportation of the Products for the risk up until the point of delivery. All Products to be delivered shall be packaged and protected in order to prevent damage to or deterioration of the Products. All deliveries shall be labelled in accordance with instructions given by PanLink from time to time.
- 5.3 The Supplier is responsible for obtaining and maintaining any necessary export license(s) for delivery of the Products to PanLink. Should the Supplier be unable to acquire or maintain such export license(s), PanLink may terminate the Agreement and/or Purchase Order with immediate effect.
- 5.4 Supplier shall inform of and issue all documentation which may be required by law, regulations or that may be reasonably requested by PanLink regarding any export or import of the Products. Supplier is under obligation to continuously provide detailed technical documentation, all certificates of origin and the ECCN code for the Products in accordance with applicable laws and regulations. The information requested by PanLink shall be provided by Supplier within one (1) calendar week of the request.
- 5.5 Partial deliveries or deliveries in excess of the ordered quantity may not be made unless accepted by PanLink in writing prior to the delivery. Unless agreed otherwise, the Supplier shall be responsible for any extra costs incurred by PanLink due to such partial or excess delivery.
- 5.6 PanLink has no obligation to inspect the Products upon delivery. Any acceptance of Products shall not reduce the Supplier's liability to ensure that the Products meet the relevant the Specification or any warranty given by the Supplier or PanLink's right to make claims relating to the Products or otherwise under the Agreement.
- 5.7 The Supplier is obliged to notify PanLink as soon as possible if the Supplier anticipates that a delivery may be delayed, the reasons for the delay and of the earliest possible new delivery date. The Supplier shall take all reasonable actions to minimize the delay, including over-time work by the Supplier's employees, air freight of Products and other similar actions. This Section 5.6 does not limit PanLink's right to exercise any other right under this Agreement in the event of delay of delivery of Products.
- 5.8 If a Product is not delivered on the Delivery Date, if there are otherwise defects in the delivery or if the Supplier fails to give notice in accordance with Section 5.6, the Supplier shall compensate PanLink for all losses, damages or costs – including but not limited to claims from third parties – incurred by PanLink due to delay or defect in delivery.
- 5.9 PanLink may terminate the relevant Purchase Order if a delivery is delayed more than five (5) weeks or if the deliveries of the Products are repeatedly delayed with more than one (1) week at a time.

- 5.10 Notwithstanding the above in the event of force majeure affecting PanLink or a PanLink's customer, PanLink may – depending on circumstances - postpone, delay or cancel – in part or as a whole, any Purchase Order that has not been delivered by the moment of occurrence of force majeure.

6 Liability for defects

- 6.1 The Supplier warrants that the Products shall be (a) manufactured and delivered in accordance with the Specifications (or if there is no Specification, in accordance with any specification in the relevant Purchase Order), (b) free from defects in design, materials and workmanship, and fit for the purposes for which they are intended, (c) in compliance with applicable laws and regulations, and (d) of the quality agreed in the Specification (or if there is no Specification, in accordance with any quality requirements specified in the relevant Purchase Order) and/or any other quality requirements set out under this Agreement. PanLink shall notify the Supplier in writing of any defects that appear as soon as reasonably possible upon PanLink becoming aware of such defects.
- 6.2 The Supplier shall be liable for defects which appear within a period of three (3) years from the date of delivery of the relevant Product. When a defect in a Product (or part thereof) has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product for a period of three (3) years from the date of delivery of such repaired or replaced Product.
- 6.3 PanLink may, at its own discretion, decide whether a defect Product shall be either replaced or repaired by the Supplier or if the purchase price for the defect Product shall be refunded. If one type of Product is impaired with a defect that appears in more than one (1) per cent of the Products delivered during any relevant time period ("Epidemic Defect"), PanLink may in addition to PanLink's rights under this Section 6.3, at the sole discretion of PanLink, choose to either (i) cancel the Product Order in respect of such Product or (ii) demand that the Supplier promptly remedies the cause of the Epidemic Defect.
- 6.4 In addition to what is prescribed in Sections 6.1-6-3, the Supplier shall hold PanLink harmless from all losses, damages or costs – including but not limited to claims from third parties – incurred by PanLink due to defects in delivered Products.

7 Product Liability

- 7.1 The Supplier shall indemnify, save and hold PanLink harmless from any and all losses, damages or costs, including claims from third parties, for damages to persons or property caused by the Products.
- 7.2 The Supplier shall keep and maintain a product liability insurance in a minimum insurance amount which is adequate and sufficient for the Supplier's business, including the Supplier's obligations under this Agreement.
- 7.3 The Supplier shall give PanLink a notice of Last Time Buy if the Supplier decides to discontinue the production or the sale of a product PanLink purchases. This notice shall be given at least twelve months in advance. PanLink shall be entitled to make a Last Time Buy within one month of the Supplier's notice.
- 7.4 The Supplier shall undertake not to manufacture on behalf of or sell the Products to any other party than PanLink and pursue the sale of any products to parties which the Supplier knows

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are the customers or suppliers of PanLink. Notwithstanding the foregoing, the Supplier reserves the right to market and sell the products directly to customers with which the Supplier already has an established customer relations. The undertaking under section 7.4 shall be limited in time to the earlier of (i) two (2) years from the date of the Purchase Agreement; or (ii) the termination of the Purchase Agreement.

8 Quality, Environment, etc.

- 8.1 The Supplier shall adhere to ISO 9001 and ISO 14001 environmental system standards. The Supplier shall upon PanLink's request provide PanLink with copies of certificates verifying such adherence.
- 8.2 PanLink may, upon two (2) Business Days' notice, perform quality reviews of the Supplier's manufacture of the Products at the Supplier's premises. The same shall apply in respect of any sub-suppliers.
- 8.3 Unless otherwise agreed, the Supplier shall adhere to the quality appendix agreed between the Parties in the Purchase Agreement. If the Supplier does not adhere to such quality appendix, PanLink may terminate any Product Order which not yet is binding between the Parties.
- 8.4 The Supplier undertakes to adhere to PanLink's Code of Conduct, applicable from time to time. PanLink shall notify the Supplier of any amendments to such Code of Conduct.
- 8.5 Supplied component must comply with the REACH and RoHS directives
- 8.6 PanLink requires its Supplier to comply with all applicable legal environmental requirements including and demonstrate continual improvement of its environmental performance.
- 8.7 The Supplier shall make sure that it obtains, keeps current, and follows the reporting guidelines of all the required environmental permits and registrations to be at any time legally compliant.
- 8.8 The supplier shall grant PanLink access, its clients and other interested parties to the facilities used to perform the order and to the applicable documented information.

9 Price and payment

- 9.1 The initial price for each Product shall be as set out in the Purchase Agreement (as amended or supplemented from time to time) or Purchase Order. Such prices shall be adjusted yearly after negotiations between the Parties. Price adjustments agreed upon shall be documented in separate price agreements.
- 9.2 Unless otherwise agreed in the Purchase Agreement, the payment terms shall be at least ninety (90) days from the later of PanLink's receipt of Supplier's invoice or the receipt of the Products.

10 Force Majeure

- 10.1 The Parties shall be relieved from liability for a failure to perform any obligation under this Agreement during such period, and to the extent that the due performance thereof by either of the Parties is prevented by reason of any unforeseen circumstance beyond the reasonable control of the Parties ("discharging circumstance").
Force majeure events shall be those events that are beyond the reasonable control of the relevant Party, including without limitation the following:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
(b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
(c) riot, commotion, disorder, strike or lockout by persons other than the Supplier's personnel and other employees of the Supplier, its affiliates and subcontractors,
(d) national, regional or sector-wide strikes or lockouts in the country where the Supplier is discharging its obligations under this PA (the "Relevant Country") where the national, regional or sector wide organisers of the strike or lockout secure the stoppage of the Supplier's manufacturing activities in the Relevant Country among other works stopped,
(e) munitions of war, explosives, ionising radiation or contamination by radio-activity, except as may be attributable to the Supplier's use of such munitions, explosives, radiation or radio-activity, and
(f) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity;
(g) epidemic or pandemic diseases, if they gravely affect the activity of a given Party and the performance of its duties hereunder.

- 10.2 The Party claiming force majeure shall immediately notify the other Party in writing of the event and subsequently of its end, providing all suitable evidence. The affected Party shall give details and the effects of the event, its expected duration and the steps it intends to take at its own expense to mitigate or put an end to the impact. Such Party shall fulfil all obligations that are not directly impacted by the alleged force majeure event
- 10.3 Throughout any force majeure event availed of by the Supplier, PanLink may itself or through a third party take the place of the Supplier and shall have free access to the resources implemented by the Supplier to perform the affected Purchase Order(s).
- 10.4 Each Party shall be responsible for the consequences to itself of the force majeure event.

11 Intellectual property rights

- 11.1 Notwithstanding anything to the contrary contained in the Agreement, the Supplier shall not at any time acquire or have been granted a right to use, except to the extent necessary to perform its obligations under this Agreement, any rights whatsoever, of whatever kind they may be, to any patent, registered design, copyright, design right, database right, trade mark, service mark, trade secret, right in un-patented know-how and any other intellectual or industrial property right belonging to PanLink (or such persons who has granted PanLink a right of use in respect of such rights) ("**Intellectual Property Right**").
- 11.2 In the event that any claim of infringement of any Intellectual Property Right is alleged by a third party against PanLink or any of its customers as a result of the Supplier's manufacture and distribution of the Products, the Supplier shall indemnify and hold PanLink harmless from and against any and all such claims (including any liability for damages, costs, losses, fees and charges arising out of such alleged infringement). If any such claim or any proceedings in connection therewith has been made or brought against PanLink, PanLink may give the Supplier the opportunity to take over the defense of such claim or proceedings.
- 11.3 PanLink have the right to participate, and to select its own counsel to independently, in the defence at the Supplier's expense, and PanLink will not agree to the settlement of any

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such claim, suit, action or demand prior to a final judgement thereon without the prior written consent of the Supplier, whose consent will not be unreasonably withheld. participate in any such defence at PanLink's expense.

12 Liability

For the avoidance of doubt, if the Supplier is liable to compensate or otherwise indemnify pursuant to this Agreement, the Supplier shall also be liable for any special, indirect, consequential or incidental damage or lost profits, lost opportunities, lost revenues or other similar indirect damage of PanLink and none of the limitations in respect of the Supplier's liability pursuant to Orgalime 2012 shall apply in respect of this Agreement.

13 Confidentiality

13.1 The Parties hereby undertake, during the term of this Agreement and thereafter, to hold in confidence and absolute secrecy any and all Confidential Information (as defined below), disclosed by the other Party pursuant to this Agreement and not to disclose to third parties any Confidential Information thus received. Furthermore, the Parties shall take reasonable steps to prevent an unauthorised disclosure or use of such commercial or industrial secrets by employees, sub-distributors or other intermediaries.

13.2 For the purposes of the GTC, "Confidential Information" shall mean any and all information (whether in written or oral form) relating to the Parties, Products, and the existence and contents of the Agreement, including but not limited to technical, practical and commercial information, save for any information (a) information which is known or which becomes known in full detail to the public otherwise than by breach of the obligations herein, (b) information which the disclosing Party can show was in its possession before receiving it from the other Party, (c) information which a Party has received or receives from a third party without restraints as to the disclosure thereof, or (d) information which a Party is legally obliged to disclose by compulsory law, court order or by order of another authority of competent jurisdiction, or by applicable stock exchange rules, regulations or standards.

14 Amendments and waivers

This Agreement may only be amended, changed or modified by an instrument in writing duly executed by the Parties. In no event shall any delay, failure or omission of a Party in enforcing, exercising or pursuing any right, claim or remedy under this Agreement be deemed as a waiver thereof, unless such right, claim or remedy has been expressly waived in writing.

15 Applicable law and disputes

15.1 This Agreement shall be governed by Swedish law, without any regard to its conflicts of laws principles.

15.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**Institute**"). The place of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English. The Rules for Expedited Arbitrations of the Institute shall apply, unless the Institute, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Arbitration Rules of the Institute shall

apply. In the latter case, the Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

15.3 The Parties undertake and agree that all arbitral proceedings conducted (including any information disclosed during such proceedings, awards or decision) with reference to this arbitration clause will be kept strictly confidential. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way its rights vis-à-vis the other Party in connection with the dispute, or if such a right exists pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

15.4 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause. <

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